

**TOWN COUNCIL
WORK SESSION MEETING**

Monday, August 3, 2020
7:30 pm
Zoom Dial-In 1-301-715-8592
Meeting ID 860 0831 6885

Agenda

- I. Call to Order
- II. Roll Call
- III. Moment of Silence
- IV. Pledge of Allegiance to the Flag of the United States of America
- V. Approval of Agenda
- VI. Approval of the Consent Agenda
 - a. Minutes from July 6, 2020
 - b. Minutes from July 15, 2020
 - c. Minutes from 2020 Public Budget Hearing July 11, 2020
- VII. Brief Presentation from Greenwill Consulting Group, LLC. (10 minutes)
- VIII. Public Period (limit 2 minutes)
- IX. Reports
 - a. Treasurer
 - b. Public Works Director
 - c. Circuit Rider
 - d. Code Enforcement
 - e. Ombudsman
 - f. Police Chief
 - g. Town Administrator
- X. Councilmember/Mayor Report
 - a. Ward I
 - b. Ward II
 - c. Ward III
- XI. Legislation
- XII. New Business
- XIII. Adjournment

**Town of Forest Heights
Work Session- 7:30 PM
Monday, July 6, 2020
Meeting Minutes**

Call to Order: 7:30 PM. The Town Clerk announced that future meetings will have a password as part of Zoom security measures.

Roll Call: CM Barnes, CW Hines, CW Noble, CM Kennedy II, CM Atkinson, CM Washington (entered at 7:40 pm) Mayor Muhammad present. Quorum established.

Moment of Silence:

Pledge of Allegiance:

Approval of Agenda: Motion by CM Kennedy II to approve the agenda; seconded by CW Hines; all in favor; motion by CM Kennedy II to approve the consent agenda; seconded by CW Hines; all in favor; motion passed.

Public Period:

Staff Reports

Treasurer's Report:

Public Works:

Code Enforcement:

Police Chief:

Town Administrator

Ward Reports

Ward I:

Ward II: CM Kennedy II reminded everyone of the importance of the census.

Ward III: CW Noble noted that there will be a public hearing on county tax increases on July 21. There was a webinar sponsored by County Councilwoman Monique-Anderson Walker about tax rates. CW Noble implored everyone to visit the councilwoman's website for the time of the hearing.

Mayor's Report: The Mayor stated that the Town will start changing to LED lights. Senior Exercise class now meets on Mondays and Thursdays at 6:30 PM at Tayac Park.

Legislation

Resolution 42-20: A Resolution to approve an amendment or change order for an ongoing Public Works contract with Fort Myer Construction Corporation for the construction of a sidewalk along North Huron Drive; introduced by Mayor Habeeb-Ullah Muhammad; motion by CM Kennedy II to waive the full reading; seconded by CW Hines; discussion. CW Noble recalled that last year, the original bid was \$539,000, and that they later increased by over \$30,000 so they had tabled the resolution. She expressed concern about rising costs. Town Administrator Linwood Robinson responded but was cut off by the power flicking off. Public Works Director Larry Vaughn stated that the price was negotiated down. The \$16,000 (from an original increase in \$30,000) in difference for the project was taken based on needs, and it was approved by the state. The price changed because of due diligence by multiple parties. Town Administrator Mr. Robinson noted that he agreed with the concerns and taken into account. The contractor was originally supposed to start in March but did not really begin until April. CW Noble said that the resolution about Pennoni should have been discussed next. Mr. Vaughn said that there were a number of erosion protections, and that the County would need these. There was also an issue because things were not calculated using line items and had to be a change order. CW Noble asked how this could be prevented. Mr. Vaughn said the inspector would not come until the bid had been approved by the state.

Resolution 43-20: A Resolution approving a county agreement to receive an allotment of federal coronavirus relief funds for FY2020-21; introduced by Mayor Habeeb-Ullah Muhammad. Motion by CM Kennedy II to waive the full reading; seconded by CW Hines; all in favor; no discussion.

Resolution 44-20: A Resolution to approve a license agreement between the Potomac Electric Power Company ("Pepco") and the Town of Forest Heights (The "Town") allowing the use of Town property to construct and operate electric vehicle charging facilities; introduced by Mayor Habeeb-Ullah Muhammad. Motion by CM Kennedy II to waive the full reading; seconded by CW Hines; all in favor; discussion. CM Kennedy II stated that the charging station would be placed near the Community Gathering Space off Indian Head Highway, therefore it could help provide power to the park. He asked if this could have been an emergency piece of legislation so it could have been passed faster. The Town Attorney said that it was not an ordinance and the council could vote on it if they wished. The Town Attorney noted that the resolution seemed to be amended without him seeing it. The Town Administrator said that the amendment did not make it into the agreement and that it was there for the Council to discuss. The Mayor said that originally Pepco would have been in charge of the station for 20 years and had an issue with it. CM Kennedy II said that the contract was for 5 years and that Pepco had the option to renew 3 times. ~~In addition, it also provided a lot of services as well as a percentage.~~ The Town Attorney said that there is a way for the Town to give a notice to terminate, but Pepco has more flexibility to terminate because of the need to return on their investment.

Resolution 45-20: A Resolution to approve a construction management proposal of Pennoni Associates Inc. for the North Huron Drive Safe Routes to School project; introduced by Mayor Habeeb-Ullah Muhammad. Motion by CM Kennedy II to waive the full reading; seconded by CM Washington; all in favor; discussion; CW Noble asked if the proposal for professional services estimated fee would change. CM Kennedy II answered that it would be because of extra days it would take to complete the project.

Resolution 46-20: A Resolution to approve an agreement between the Town of Forest Heights (The "Town") with G&G Remodeling Inc., and Carolina Carports Inc.; introduced by Mayor Habeeb-Ullah Muhammad. Motion by CM Kennedy II to waive the full reading; seconded by CM Washington. Motion by CM Washington to adopt Resolution 46-20; seconded by CM Kennedy II; discussion; Chief Rease explained the agreement, saying that the Chiefs Association had announced in November that requirements would be implemented because the FHPD used county facilities for services such as drug testing. It mandated that municipalities take and secure their own property. The Chief had received an email Friday saying that the requirements would come down in a month. He proposed the agreement so that a secure facility could be obtained until 606 Modoc Lane be operational. CW Noble asked about costs. The Chief said the extra \$3,000 on top of the \$6,000 for the facility was to comply for climate control regulations. CM Kennedy asked where they are installing the device for a/c. The Chief said that the Town would be responsible for installation, but there were already electric services available. The Carolina company would handle permits through DPIE. The Town Attorney asked why this was last minute. The Chief pointed to the announcement from the association saying that the Town was unprepared. CM Kennedy asked if a door would be installed instead of keeping a garage door. The Chief said that there would be a door on both sides. Vote; (7 yes; 0 no) motion passed.

New Business:

CW Noble asked if the Town has selected a new date for the shredding. The Town Clerk answered that the shredding company would not be doing anything until October.

Meeting Adjourned: 8:58 PM

**Town of Forest Heights
Town Meeting- 8:00 PM
Wednesday, July 15, 2020
Meeting Minutes**

Call to Order: 8:00 PM

Roll Call: CM Washington, CW Hines, CW Noble, CM Atkinson, CM Barnes, Mayor Muhammad present.

Moment of Silence:

Pledge of Allegiance:

Approval of the Agenda: Motion by CM Washington to approve the agenda; seconded by CW Hines; all in favor; motion passed. Motion by CM Washington to approve the consent agenda; seconded by CW Hines; all in favor; motion passed.

Public Period: Ms. Thaylen Hunt called about concerns for her mother's property on Rolph Drive. The trees are overgrown, and Ms. Hunt was working on removal of trees and asking the county for assistance. She wanted the council to know that she had been working to bring the property into compliance with ordinances.

Ms. Theresa Brownson asked if the Town had put up a schedule for the opening of the municipal building because she would like to pick up some documents. The Mayor responded that no schedule was available yet. That the decisions will come from the governor and county. The Mayor added that Ms. Brownson could call the clerk or Town Administrator or visit the Town website for any public documents needed.

Legislation

Resolution 42-20: A Resolution to approve an amendment or change order for an ongoing Public Works contract with Fort Myer Construction Corporation for the construction of a sidewalk along North Huron Drive; motion by CM Washington to waive the full reading; seconded by CW Hines; motion by CM Washington to adopt Resolution 42-20; seconded by CW Hines; all in favor; vote (5 yes; 1 no;) motion passed.

Resolution 43-20: A Resolution approving a county agreement to receive an allotment of federal coronavirus relief funds for FY2020-21; introduced by Mayor Habeeb-Ullah Muhammad. Motion by CM Washington to waive the full reading; seconded by CW Hines; all in favor; motion by CM Washington to adopt Resolution 43-20; seconded by CW Hines; vote (6 yes; 0 no) motion passed.

Resolution 44-20: A Resolution to approve a license agreement between the Potomac Electric Power Company ("Pepco") and the Town of Forest Heights (The "Town") allowing the use of Town property to construct and operate electric vehicle charging facilities; introduced by Mayor Habeeb-Ullah Muhammad; motion by CM Washington to waive the full reading; seconded by CW Hines; all in favor; motion by CM Washington to adopt Resolution 44-20; seconded by CW Hines; discussion. The Mayor stated that she liked the idea but did not like that Pepco would have 20 years of control. CM Washington said that there were other ways to get it through a grant and stated his intention to vote no. CW Hines asked if we would have gotten any bids or if the Town had to deal with Pepco. Mr. Robinson said that there was no charge for the program. Circuit Rider Mr., Mosely concurred that there was no charge to run the electricity. He added that the Town had the opportunity to move the stations and that Pepco would return everything to normal if the Town was not satisfied. CW Noble asked CM Washington who would provide electricity through the grant. CM Washington said that Forest Heights owns 2 vehicles and that they pay for the electricity. CW Noble asked if the charging stations would be available to anyone. CM Washington suggested having authorized access and then opening to the general public. The Town Clerk stated that the Town did have a charging station previously, and it had broken. Pepco is offering charging stations, and the electricity would benefit the Town by powering speed cameras, the electric signs, and servicing the Community Gathering Space. It would normally cost \$80,000 and the Town would not be bound to have the full 20 years for the contract. The Town Attorney agreed that the contract is not

automatically 20 years, and the Town is able to terminate the contract before that. He also reminded the council that Pepco is a regulated public utility and must charge according to the rules of the public service commission. EVI, the grant mentioned earlier, had a contract with Cottage City, is getting a contract for 5 years with Maryland Energy Association, but the problem is that there is no power at the Community Gathering Space. CM Barnes asked if Pepco had given a time where they had to decide. Mr. Mosley said it was supposed to be last week. Vote (2 yes; 4 no); motion failed.

Resolution 45-20: A Resolution to approve a construction management proposal of Pennoni Associates Inc. for the North Huron Drive Safe Routes to School project; introduced by Mayor Habeeb-Ullah Muhammad. Motion by CM Washington to waive the full reading; seconded by CW Hines; all in favor; motion by CM Washington to adopt Resolution 45-20; seconded by CW Hines; no discussion; vote (5 yes; 1 no;); motion passed.

New Business: -- None

Meeting Adjourned: 8:42 PM

**Town of Forest Heights
Fiscal Year 2021 Budget Hearing
Thursday, June 11, 2020
6:30 PM
Meeting Minutes**

Call to Order: 6:30 PM

Roll Call:

Moment of Silence:

Pledge of Allegiance:

Approval of Agenda:

CW Noble asked how the budget is calculated. Treasurer Leittia Vaughn responded that 85 percent of what the State Department of Taxation recommended regarding property taxes, commercial, and constant yield taxes.

Treasurer's Report/ Reading of Proposed Budget by Line Item: Revenue: Line Item 6000-Income Taxes- \$180,700. Line Item 6001-Real Taxes, Noncommercial- \$796,800. Line Item 6100- Real Taxes, Commercial- \$43,300. Line Item 6123-Real Taxes Rented Residential- \$93,300. Line Item 6003-Utility Taxes 56,000 (not adjusted). Line Item 6005-Tangible Personal Property Tax- \$18,000. Line Item 6007- Interest/Penalty Real Taxes \$6,000. Line Item 6009-Town Services-Trash \$187,935 (rate as quoted in the contract). **Total Revenue: \$1,382,035.**

Licenses and Permits: Rental Permits: \$3,000. Building Permits: \$5,000. Business Licenses-\$2,000. Vacancy Permit- \$2,000. Utility Street Cut Permit-\$2,000. Utility Fees- 14800. **Total Licenses and Permits: \$14,800.**

Federal, State and County Shared Revenue: 6008-GOCCP State Police Aid: \$59,359. 6023-Highway User Revenue: \$81,530 (discounted by up to 85 percent). Building Renovation Bond to be built over the month. 6103-MNCPPC Project Open Space- \$13,950. 6104-MNCPPC Parks and Playgrounds- \$22,000. 6109-MD SHA SRTS \$211,000. 6124-MD Local Impact Grant: \$120,000. 6125-MD Bond Bill Safe Routes to School- \$125,000. **Total Federal, State and County Shared Revenue: \$632,839.**

Special Trash Pickup: 6022- Rebates for Waste Disposal- \$7,996. 6024-Metal Pickup- \$600. **Total Special Trash Pickup: \$8,596.**

Cable TV: 6073-Comcast Franchise Fee- \$16,000. 6074-Verizon Franchise Fee- \$25,000. 6075- Verizon Peg Grant- \$16,500. **Total Cable TV: \$57,500.** Attorney Best explained that Comcast did not have a Peg grant because it goes into a consortium among other governments and towards the county's INET program.

Fines and Forfeitures: 6015-Parking Fine/Vehicle Releases/Accident Reports- \$30,000. 6037-Speed Camera Fund \$800,000. 6094-Speed Camera Collections \$300,000. 6077-Civil Citations-\$9,000. **Total Fines and Forfeitures: \$1,139,000.**

Interest Income Revenue: 6018-Investment Interest Income-\$6,000. Decrease is due to economic situation.

Municipal Building Rental- 6019-Building Rental: \$3,000.

Other Revenue: 6021-Miscellaneous- \$500. 6038.1-Donations, Unrestricted- \$500. 6040- Newsletter Advertising- \$150. 6105- Utility Line Service Program Rebate-\$1,750. 6070- Solar Energy for the Municipal Building- \$4,600. 6114-Bid Documents- \$150. 6120-Senior Exercise Class- \$500. **Total for Other Revenue: \$8,150.**

Sale of Land and Equipment: 6028-Sale of fixed assets. 2000.

Other Financing-Loan: 6111-Other Financing-\$853,619.25.

Fund Balance: 6999-Transfer from Fund Balance: \$1,044,731.25. 6085-Unassigned Fund Balance- \$1,332,536.75. **Total: \$2,377,268.00**

Gross Total Revenue: \$6,484,801.25.

Expenditures

Elected Official Expenses: 7000-Council Salary- \$18,500. 7001-Service Expenses- Council- \$1,000. 7370- Communications-Council-\$3,000. 7002-Dues/Meetings/MML Conventions- \$20000. 7228-FICA Council- \$1,290. 7229-Workers Comp- \$175. **Total Council Expenditures: 43965**

Mayor: 7004-Salary-Mayor- \$10,000. 7006-Service Expenses- Mayor-\$1,000. 7371-Communication- \$500. 7007-Dues/Meetings- \$3,500. 7005-Employee Appreciation- \$4,000. 7197-Event Meeting/Hospitality-\$1,000. 7230-FICA-Mayor \$765. 7231-Workers Comp-\$115. 7008-Election Expenses-\$4,000. **Total: \$24,880.**

Total Elected Official \$68,845.

Administration Expenses

Town Clerk: 7009- Town Clerk Salary - \$55,120. 7011- Training- \$2,500. 7012-Service Expenses- 400.Dues/Meeting/MML- 3000. Codification-\$300. **Total for Town Clerk: \$64,020.**

Town Administrator: 7013-Salary-\$76,385. 7225-Service Expenses-\$1,000. 7226-Town Admin Dues/Meetings/Conventions-\$3,500. **Total: \$80,885.**

Finance. 7016-Salary Town Treasurer- \$67,900. 7018-Service Expenses-\$100. 7019-Insurance Fidelity-\$200. 7020-Training- \$2,000. 7021-Dues/Meetings/MML- \$1,500. 7022-Data Auto System Upkeep-\$1,000. 7023-Audit-\$20,000. **Total: \$92,700.**

Administrative: 7267-Salary-Administrative Assistant-\$35,310. 7268-Overtime-Administrative Assistant-\$500. 7127-FICA-\$19,500. 7128-Health Insurance-\$17,520. 7129-Retirement- \$14,200. 7130: Worker's Comp: \$1,500. 7131-Life/Disability Insurance \$3,500. 7132-Vehicle Repair-\$1500. 7133-Fuel-\$400. 7224-Training-Administrative Assistant- \$500. **Total: \$94,430.**

Total Administration Expenses: \$332,035

Total Non-Department Expenses: 7025-Legal Services-\$70,000. 7227- Newsletter Expense-\$2,500. 7029-General Liability Insurance \$49,000. 7233-Salary-Webmaster-\$2,000. 7036-Legal Notices-\$2,000. 7038-Copier-Administration-\$14,500. 7039-Postage-\$1,000. 7040-Internet Account Web Page Service- \$4,600. 7041-Office Supplies-\$7,500. 7042-Service Contracts- \$4,000. 7044-Utilities- Municipal Building-\$7,500. 7045-Telephone-Municipal Building-\$10,000. 7047-ADP Payroll Expense- \$6,500. 7048-Association Dues-\$3,000. 7050-Bank Service Charges- \$1,700. 7193- Cellular Phones-\$1,700. 7198-Office Equipment-\$8,000. 7353-INET-\$5,300. 7264-Special Service Contracts-\$28,000. 7265-Marketing-\$9,000. 7257-Community Events-\$2,500. **Total: \$240,300.**

Public Safety: 7055-Salary-Police Clerk-\$40,000. 7200-Salary Police Chief- \$61,800. 7057-Salary-Police Officer 1- \$42,000. 7060-Salary -Police Officer 3- \$42,000. 7061-Salary Police Officer 4- \$45,895. 7062-Salary Police Officer 5- \$45,895. 7262-Salary Police Officer 9-\$42,000. 7054-Salary Police Officer 6-\$42,000. 7269-Salary Police Officer 7, \$42,000. 7270-Salary-Police Officer (LT)-\$52,000. 7065-Overtime-\$58,000. 7056-Salary Code Enforcement-\$41,205. 7220-Salary PT Code Enforcement -\$19,760. 7165- Code Enforcement Overtime-\$2,500. 7167-Workers Compensation-\$66,140. 7168-Health Insurance-\$75,900. 7169-Life/Disability Insurance-\$7,000. 7170-Retirement-\$29,500. 7171-FICA-\$42,000. 7066-Uniforms Issued-\$10,000. 7375-Debt Service-Police Equipment-\$15,000. 7068-Gasoline Expense- \$30,000. 7069-Vehicle Equipment/Repair-\$23,000. 7070-Office Supplies-Police-\$7,500. 7372-Supplies-Code Enforcement Officer-\$8,000. 7073-Communication Equipment Service-\$7,500. 7074-Law Enforcement Equipment-Capital-\$35,000. 7376-Law Enforcement Equipment Supplies- \$5,000. 7075-Training Dues/ Meetings/ Convention-Police-\$10,000. 7374- Training/Dues/Meeting/Convention- Code Enforcement-\$2,000. 7076-Supplies and Misc.-\$9,000. 7077-Mobile Data Computers-\$12,000. 7175-Surveillance Cameras-\$5,000. 7084-Telephones-PD- \$3,600. 7201-Debt Service for new police vehicle-\$42,000. 7176-Police MOU/Attorney Fee-\$7,000. 7203-Communication Eq-\$3,000. 7204- Weapons/Firearms-\$9,600. 7205-Recruitment Expense \$4,000. 7206-Substance/Physical Testing-\$2,250. 7290-Parking Collection Fee-\$1,000. 7376-K9 Expense-\$5,800. 7207-Neighborhood Watch-\$2,000. **Total Public Safety: \$1,054,845.**

Public Works-Administration. 7085-Salary Crewman 2-\$32,035. 7086-Salary Custodian-\$13,520. 7088-Salary Crewman 3-\$34,215. 7235-Salary PW Director - \$59,080. 7087-Salary Part Time Crewman- \$14,040. 7090-Overtime-\$2,000. 7098-Uniform Replacement -\$2,500. 7101-Telephone-\$1,200. 7102- Health Insurance-\$16,044. 7103-FICA-\$12,700. 7282-Unemployment Compensation-\$4,000. 7104- Retirement-\$8,800. 7105-Workers Compensation-\$17,000. 7106-Life/Disability Insurance \$2,000. 7260-Substance

Testing-\$500. 7160-Office Supplies/Equipment-\$2,000. 7242-Training Dues/Meetings/Conventions-\$4,000.

Total for Public Works-Administration: \$225,634.

Public Works-Building Administration: 7093-Supplies/Misc.-\$2,000. 7096-Janitorial Supplies-\$4,500.

7097-Small Equipment/Public Works Building Maintenance- \$7,000. 7095-Extermination-\$3,200. **Total**

Building Expense: \$16,700.

Public Works-Fleet Maintenance: 7092-Vehicle Maintenance-\$7,000. 7094-Gasoline Expense- \$4,500.

7320-Large Equipment-Capital Expense-\$40,000. **Total for fleet maintenance: \$51,500.**

Public Works-Park Maintenance: 7089-Equipment Supplies/Park Maintenance-\$12,000. 7263-Public Area

Maintenance-\$30,000. **Total for park maintenance: \$42,000.**

Public Works-Street Maintenance: 7099-Street Signs and Paint-\$8,000. 7377-Large Equipment Capital Expense-\$2,000. 7243-Street Maintenance-\$4,000. 8008-Snow Removal/Tree Removal-\$25,000. **Total for street maintenance: \$39,000.**

Total Public Works Expenses: \$374,834.

Speed Camera: 7300-Administrative Fee- 460,000. 7301-Salary-Ombudsman- 15,000. 7378-Salary-Auto Enforcement Officer- \$175,675. 7302-Overtime-\$20,000. 7305-FICA-\$16,100. 7398-Worker's Comp-\$25,315.

7399-Retirement-11745. 7304-Benefits- 30,000. 7216-Attorney Fees-15,000. 7210 Computers/ Comm.

Equipment-\$7,000. 7214-Other-\$5,000. **Total for Speed Camera: \$780,835.**

State Revenue: 7311-State Revenue-\$175,000.

Total Allowed Expenditures: 7310-Travel and Meeting-\$500. 7309-Programs for Safety-\$1,000. 7308-Office Supplies and Equipment-\$500. 7212-Surveillance Cameras-\$12,000. 7208-IT/Software-\$1,200. **Total: \$15,200.**

Street Highway Admin Expenses: 8000-Street Repair Project-\$595,182.

Total Trash Services: 8001-Goode Trash-\$187,935. 8002-Refuse Disposal Fees-\$1,600. 8102-Municipal Public Dumpster-\$5,775. **Total: \$195,310.**

Total Capital Improvement: 8012-Sustainable Design Services Consulting Engineer-\$15,000. 8018- North Huron Street Reconstruction-\$300,000. 8016-torm Drain Repair/Replacement-\$15,000. 8042-Debt Service-Street Improvement-\$117,500. **Total: \$447,500.**

Total Municipal Building Expenses: 7194-Network System/IT System/Phones-\$23,650. 7256- Community Room Rental Services-450. 7196-Furniture-\$2,000. 7223-General Building Repair and Maintenance-\$1,500. 8038-Modoc Building-\$400,000. **Total: \$427,600.**

Total Street Lighting: 8006-Street Lighting-\$42,000.

Total Special Programs Expense: 8028-Plus Senior 60 Program-\$1,000. 8044-Senior Exercise Program-\$2,500. 8030-Youth Program-\$1,000. 7350-Healthy Heights Program-\$21,000. 8033-Forest Heights/Oxon Hill CDC-\$750. 8045-Community Garden-\$500. 8046-Community Gathering Space-\$5,000. **Total: \$32,250.**

Restricted Funding: 7259-MNCPPC POS Gathering Space- \$7,504. 7261-MD Parks Playgrounds and Gathering- \$21,674.50. 7266- MNCPPC POS- Community Garden- \$2,350. 8041- MD SHA Safe Routes to School-\$211,000. 7379-MD Bond Bill SRTS- \$125,000. 8999-Contribution to Rainy Day Fund-\$3,000. **Total: \$370,528.50.**

Unassigned Fund Balance: 9999-Unassigned Balance: \$1,332,536.75.

Total Expense: \$6,484,801.25.

Discussion: CW Noble asked why the salary for the Police Clerk seemed to have risen. Town Treasurer responded that the salary was reflected of the fact that the position was vacant for a period. CW Hines asked if there was a hiring freeze, it was replied no. CM Barnes asked why the Town Clerk had gotten a salary increase. Town Administrator Linwood Robinson stated it was to achieve parity with similarly sized municipalities and that it was representative of the work the Town Clerk put in. CW Noble asked how the CDC is an expenditure and revenue. The Town Treasurer responded that they provide donations for events, and that there were contribution requirements for the CDC partnership. CM Atkinson asked about repairs on his driveway.

Legislation

Emergency Ordinance 02-2020: An Emergency Ordinance of the Mayor and Council of the Town of Forest Heights, Maryland to approve and adopt the Fiscal Year 2021 budget; motion by CM Kennedy II to waive the

full reading; seconded by CM Washington; motion by CM Kennedy II to adopt Emergency Ordinance 02-2020; seconded by CM Washington; discussion; CW Noble asked if they could waive adopting the budget until the Town Meeting. The Town Treasurer said that the budget was not imperative, but the trash rates were. Motion by CM Kennedy II to table the emergency ordinance; seconded by CM Washington; all in favor; motion tabled.

Resolution 39-20: A Resolution to renew, modify and extend the contract (Amendment No.3) between the Town of Forest Heights (The "Town") and The Goode Companies, Inc. for trash removal services; introduced by Mayor Habeeb-Ullah Muhammad; motion by CM Kennedy II to waive the full reading seconded by CM Washington; motion by CM Kennedy II to adopt Resolution 39-20; seconded by CM Washington; discussion; Mr. Robinson explained that the current version was revised for the 2 year extension. CM Kennedy proposes to strike language that is confusing. Mr. Robinson replied that it had already been struck. CW Noble stated that lately it seemed that Goode had not been picking up recycling. Mr. Robinson stated that performance was one of the areas they had been working on for the contract. Vote; (6 yes; 1 no) motion passed.

Public Period: None.

The Town Clerk stated that the Town would be conducting a food drive. They have 200 boxes (each one feeds a family of four), as well as 4 \$50 gift cards from Giant and 5 \$25 gift cards. The Mayor and Council were requested to give a list of residents from their wards that could use a donation.

Meeting Adjourned: 8:33 PM

**Town of Forest Heights
Treasurer's Report
July 29, 2020**

Bank Acct
Balance
<u>07/28/20</u>

TD Bank General Fund	68,467.16
TD Bank Rainy Day Fund	160,132.40
TD Bank Speed Camera	2,822,003.00
TD Bank Municipal Money Market	<u>213,664.59</u>
	<u>3,264,267.15</u>

General Fund Highlights:

1. Transfer of funds from Speed Camera Account to General Fund - \$100,000.00
2. Real Estate Tax distribution received - \$21,211.35
3. GOCCP 4th Quarter distribution received - \$17,354.00
4. Personal Property Tax payments received - \$605.86

The Town of Forest Heights

Department of Public Works

Larry D. Vaughn, Director

July 31, 2020

Town Appearance:

- Maintenance and up keep of the Community Park next to Henry's
- Daily Trash pickup on both sides of the town
- Monthly inspection of the Tot Lot
- Patching of potholes
- Reporting of Street light outages
- Leaf Pick up
- Cleaning storm drains and curbs of leaves and grass
- Cutting/removal of fallen trees
- Maintaining the Pet Waste Stations
- Monitoring of the Bigbelly Trash Compactors

Town Infrastructure:

➤ **N. Huron Dr.**

- Pouring of the Pervious Concrete Sidewalk 95% complete
- A couple more water infiltration test to be performed
- Low hanging power line. Pepco repaired the wire
- Backfilling has begun for the sidewalks
- Slope on Driveway at 105 is to be corrected.

➤ **Sachem Drive – Hill:**

- Met with Contractors from Dirt Plus on site to give us a proposal to repair eroded hill.
- Faulkner Lawn Care & Landscape cleaned fallen debris from behind the silt fence
- A contractor to Repair sachem Hill has not been decided on
- Fallen power wire on Woodland due to fallen tree. Pepco repaired the wire.
- Cut and removed fallen trees due to storm on Arapahoe Dr., Talbert Dr., Woodland Dr., Cree Dr., Senaca Dr. and Alden Way
- Applied for MOU with SHA to maintain MD-210 between I-495 and Talbert Dr.
- Applied for Scrap Tire hauler's license from DOE. Received a temporary one , until it is approved
- Patched small hole on S. Huron Dr.
- Negotiating 3 year Salt Agreement with SHA

The Town of Forest Heights

Department of Public Works

Larry D. Vaughn, Director

Building Infrastructure:

- POD rented to house donated furniture during 606 Modoc's construction.
- Temporary safety fence around construction project at 606 Modoc La. fell due to storm. Put back in place.
- Police department and main lobby floors were stripped and waxed
- The Town Hall building is being cleaned and sanitized daily
- LED lights installed throughout the Municipal Building

Equipment Maintenance

- Stihl 25' chainsaw repair/tune up
- Ford F-250 in for brake work and oil change

Other Areas:

- Answering Resident Communication
- Making/receiving phone calls, follow ups and meetings with contractors and vendors daily
- Cutting the grass and providing water for the Community Garden
- Received bleach, gloves, and hand sanitizer from Office of Emergency Management.
- Installed Rain Barrell at 5612 Delaware Dr.
- Attended Training For DPW
- 4 1gal. bottles of Hand Sanitizer purchased



Census Grant:

A Complete Census grant in the amount of \$60,000.00 was received. The grant has been used to purchase t-shirts and hold various outreach programs. Nine laptops were purchased to set up a census hub at the Forest Heights Town Hall. This hub is to be administered by me and other town employees/volunteers.

Due to the affects and restrictions placed on us due to the Corona Virus (COVID-19), I requested and received approval to discontinue the additional planned social gatherings and instead will use the grant money to purchase an LED sign to continue to advertise the Census. This grant should be completed by October 2020. Installation will begin within a week and is expected to take approximately three days to complete.

LED Streetlight Project:

Department of Energy Municipal LED Street Light Program—Moving forward with the project management of the Energy Efficient Communities Program (EECP) grant; PEPCO is providing energy efficiency incentive funding, technical expertise, outreach and education to local municipality and government customers. Forest Heights is looking to replace 285 street lights with LED fixtures.

Working with representatives from Maryland Smart Energy Committees (MSEC) (Michael Jones—MEA) and PEPCO (Robert Stewart—Manager, Smart Grid and Technology; PEPCO Holding) replacement of existing lights and light fixtures to upgraded LED lights. Mr. Kamara, a representative of EW Pros Trade alliance with PEPCO advised me that the town has been approved to have all of the lights in the townhall upgraded—including the fixtures and an additional two wall pack lights in the rear parking lot installed at no cost. I am also investigating whether this project can be extended to 606 Modoc as part of the town complex.



This project goes to the Legislature for vote in November 2020. It is expected to pass the voting process. Work is expected to commence in November 2020 and be completed within a three-month period.

PEPCO Energy Grant Project:

Working with representatives of MEA and PEPCO (Tony Ruffin, Sr. External Affairs Specialist) regarding the installation of electric vehicle charging stations. This grant has been approved. We are moving forward with this effort. Pending approval, this project is projected to commence at the end of July 2020. The process should be completed within two weeks.

PEPCO LED Streetlight Demonstration Project:

This project is based on the PEPCO Energy Grant charging station installation. Six streetlight heads will be replaced with more-efficient LED lighting. This project will commence after the completion of the charging station installation and may take approximately 30 days to complete.

Community Legacy in Partnership with the Housing Options & Planning Enterprises, Inc. (HOPE) Non-Profit Senior Housing Upgrade Grant:

Per Donna Hurley, the HOPE grant is planned to commence within the July – August timeframe. This project will upgrade and repair the homes of seniors living in Forest Heights.

MEA Energy Upgrade: LED Lighting for the Townhall Building and Public Works Garage:

This project commenced on July 6, 2020.



Stormwater Grant:

Moving forward with the NFWF stormwater grant. This grant will be used for five homes on Rolph Dr. This is an ongoing project for homeowners in the town. This project is projected to begin September - October 2020. The end date is not known.

Additional projects:

- Moving forward with the project management of the Tree Canopy Program (sponsored by Anacostia Watershed Society; led by Mr. Jim Foster). This grant pays for the planting of 25-200 trees in the town of Forest Heights. The program will pay for the purchase, planting and maintenance of the trees for three years. This project does not have a start date.
- MEA Weatherization Grant—this grant requires attention from both the Town Clerk and the Circuit Rider Manager. More household participation is required for this grant. This ongoing project has started.
- Stormwater Mitigation Grant: met with Ms. Natalia Sanchez to discuss moving forward with the Stormwater Mitigation project. A subsequent meeting was held which included Ms. Maisie Hughes, an architectural landscape consultant. Ms. Hughes will be a member of the Chesapeake Bay Trust Stormwater mitigation project. The University of Maryland Environmental Finance Center along with MOST is spearheading this project. We are moving forward with the Forest Heights Stormwater action plan submitted by myself and Mr. Vaughn. Ninety percent of our time will be spent working on the grant offerings from Chesapeake Bay Trust, National Fish and Wildlife Foundation, Department of Natural Resources.



-
- Awaiting response for the PY46 CDBG grant application for sidewalk construction on Seneca Drive. Pending a positive response, this project will commence and end in August 2020.
 - 606 Modoc Lane Solar Panel Upgrade: will commence after the proper permits are obtained.

CODE ENFORCEMENT REPORT JULY 2020

Date	Violation Type	Amount	Location	Status
7/7/2020	Building Permit	\$50.00	5808 Woodland Dr	paid
7/7/2020	Vacant Property	\$250.00	700 Quade St	paid
7/14/2020	Vacant Property	\$250.00	106 Rolph Dr	paid
7/20/2020	Building Permit	\$50.00	212 N Huron Dr	paid
7/20/2020	Building Permit	\$50.00	611 Quade St	paid
7/24/2020	Building Permit	\$50.00	919 Comanche Dr	paid
7/22/2020	Rental License	\$75.00	103 Seneca Dr	paid
7/30/2020	Business License	\$300.00	5501 Livingston Rd	paid
7/30/2020	Business License	\$300.00	5601 Livingston Rd	paid
7/24/2020	Vacant Property	\$250.00	6001 Terrell Ave	pending
7/24/2020	Vacant Property	\$250.00	5824 Shoshone Dr	pending
7/24/2020	Vacant Property	\$250.00	5910 Chocataw Dr	pending
7/24/2020	Vacant Property	\$250.00	5813 Ottawa St	pending
7/24/2020	Vacant Property	\$250.00	5711 Shawnee Dr	pending
7/24/2020	Vacant Property	\$250.00	215 North Huron dr	pending
7/24/2020	Vacant Property	\$250.00	107 Cree dr	pending
7/24/2020	Vacant Property	\$250.00	122 Rolph Dr	pending
7/24/2020	Vacant Property	\$250.00	5812 woodland Dr	pending
7/24/2020	Vacant Property	\$250.00	5707 Black Hawk Dr	pending
7/24/2020	Vacant Property	\$250.00	107 Fox Way	pending
7/24/2020	Vacant Property	\$250.00	112 Fox Way	pending
7/24/2020	Vacant Property	\$250.00	124 Fox Way	pending
7/24/2020	Vacant Property	\$250.00	101 Mohican Dr	pending
7/24/2020	Vacant Property	\$250.00	119 seneca Dr	pending
7/24/2020	Vacant Property	\$250.00	112 Iroquois way	pending
7/24/2020	Vacant Property	\$250.00	5811 Sachem Dr	pending

7/24/2020	Vacant Property	\$250.00	126 Iroquois way	pending
7/28/2020	civil citation	\$300.00	5914 Shoshone Dr	pending
	Total	\$6,475.00		

TOWN OF FOREST HEIGHTS
AUTOMATED SPEED ENFORCEMENT OMBUDSMAN
July 2020
Ombudsman Report
Ronald B Govan

For the month of July, the Town of Forest Heights had

- **11** Late fees requested
- **9** Late fee requests granted
- **4** Cancel citation
- **4** Flag Release

FOREST HEIGHTS POLICE DEPARTMENT JULY REPORT

Incident Type	Total
911 DISCONNECT	36
ACCIDENT	3
ANIMAL COMPLAINT	3
ASSIST FIRE EMS	1
BREAK IN IN PROGRESS	1
CHECK WELFARE	8
CHECK WELFARE COMBINED	4
DISORDERLY	21
DOMESTIC	4
FAMILY DISPUTE	4
FIGHT	1
FRAUD	1
LOST PROPERTY	2
MISC POLICE INCIDENT	21
NOTIFICATION	1
PARTY COMPLAINT	1
PREMISE CHECK	83
PROPERTY DAMAGE	2
RESIDENTIAL ALARM	4
RESIDENTIAL PANIC ALARM	1
SUBJECT STOP	3
SUSPICIOUS AUTO	2
SUSPICIOUS OCC AUTO	4
SUSPICIOUS PERSON	1
TAMPERING	1
THEFT REPORT	1
TRAFFIC COMPLAINT	15
TRESPASSING COMPL	1
UNKNOWN TROUBLE	11
VEHICLE ACCIDENT COMBINED	7
WIRES DOWN	1
Total Calls -->	249

Fortitude Honor Peacemaker Devoted STATISTICAL REPORT

Traffic Stops-121

Arrest-13

Impounds-69

Reports-7

****PLEASE READ****

***COMMON TOWN OF FOREST HEIGHTS POLICE
VIOLATIONS***

Article 15.3.2

15ft. of Fire Hydrant

Parking where prohibited by an emergency

Parked over 72 Hours

Commercial vehicle/equipment on public street

Parked next to yellow curb

Unregistered vehicle parked on street

Obstructing Sidewalk

Town Council Work Session Report For 8.3.20 (Town Administrator)

North Huron Drive Sidewalk Project (Safe Routes to School)

The North Huron Drive Sidewalk Project (Safe Routes to School) is nearing completion. All the previous sidewalks and related driveway aprons have been finished. All that remains are some finishing touches, required construction corrections and the necessary demobilization of project support mechanisms.

As you know, the project commenced in March of this year and consists of new, previous sidewalk construction starting at the intersection of Seneca Drive and winding approximately 2,800 linear feet until approximately where North Huron intersects again with Seneca Drive. This is an important public safety project because it will provide for safe pedestrian traffic along North Huron Drive where no sidewalks existed before. Most notable, students in the neighborhood will be able to walk to and from Forest Heights Elementary School without competing with cars on the roadway. Other residents will also enjoy safer pedestrian passage through the community.

The project should be completed within the next couple of weeks.

Please contact Public Works Director Larry Vaughn if you have any question

CARES Act Funding Received (Coronavirus Relief Fund)

In conjunction with our Lobbyist, Greenwill Consulting, the Town applied for, and received \$157,000.00 of federal funding to help combat the Covid-19 pandemic. The funding is made available through the U.S Government and dispersed through Prince George's County which recently received \$15 million. The funds were then allocated to 27 municipalities.

The funds must specifically be used for projects, supplies and personnel expenses directly related to the Covid-19 battle. The program provides reimbursement for funds spent by the Town.

A detailed plan was submitted by Forest Heights to obtain the funds and we received a letter of approval from the County in early May. Our Plan components include funding to: Sustain Current Operations during the pandemic, Enhance Citizen Engagement & Information and, Reinvent the way we do business and provide services as a municipality.

The final paperwork needed to begin the process of reimbursement and the signed contract with the County was filed a week or so ago. Once the contract is returned to the Town, we can begin submitting reimbursement requests.

Please let me know if you have any questions about this program.

THE TOWN OF FOREST HEIGHTS
RESOLUTION 48-20

**A RESOLUTION TO APPROVE A CONSULTING SERVICES AGREEMENT WITH
GREENWILL CONSULTING GROUP, LLC AS THE TOWN LOBBYIST**

Introduced by: Habeeb-Ullah Muhammad, Mayor

WHEREAS, the Town is currently contracted with the Greenwill Consulting Group, LLC to provide Government Relations ("Lobbyist") consulting services and;

WHEREAS, the Town has previously engaged the services of Greenwill Consulting Group, LLC for the past 2 years to assist with obtaining Local Development Impact Fees associated with slot machines and other gaming revenue in Maryland where applicable and for other purposes and;

WHEREAS, the Town has authority by its Charter to obtain such personal services and consultation and;

WHEREAS, the Towns current one-year extension (Amendment 1) of the original contract with Greenwill Consulting Group, LLC is scheduled to terminate on August 7, 2020 and;

WHEREAS, the Town wishes to enter into a new one-year contract with Greenwill Consulting Group, LLC to continue government relations consulting services and;

WHEREAS, the Town has negotiated an annual contract for government relations consulting services with Greenwill Consulting Group, LLC in the amount of \$25,000.00 and;

WHEREAS, the new contract does not change the existing scope of work currently required by the Town and continues to represent the responsibility by Greenwill Consulting Group, LLC to assist the Town with current and future work products and;

WHEREAS, the Mayor and Council has budgeted under line item 7264 of the FY 2021 Budget funding in the total amount of \$25,000.00 for such services.

NOW THEREFORE, BE IT RESOLVED that the Mayor and Town Council of the Town of Forest Heights, Maryland hereby authorize and approve the contract proposal dated August 8, 2020 at a total cost of \$25,000.00 submitted by Mr. Ivan Lanier of Greenwill Consulting Group, LLC attached hereto and incorporated as Exhibit A;

AND BE IT FURTHER RESOLVED that the Mayor and Town Council of Town of Forest Heights, Maryland hereby authorizes and approves the Mayor on behalf of the Town to execute the described contract and any other related instrument or document necessary to carry out the intent of this Resolution.

THE TOWN OF FOREST HEIGHTS
RESOLUTION 48-20

AND BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

PASSED this ____ day of August 2020.

APPROVED: By Resolution of the Town Council of The Town of Forest Heights, Maryland

<u>ROLL CALL VOTE</u>	<u>YEA/NAY/ABSTAIN/ABSENT</u>
MUHAMMAD	_____
KENNEDY II	_____
NOBLE	_____
BARNES	_____
HINES	_____
WASHINGTON	_____
ATKINSON	_____

I HEREBY CERTIFY that the above Resolution No. __-20 was passed by the required yea and nay vote of the Mayor and Council of Forest Heights on the ____ day of August 2020.

ATTEST:

THE MAYOR AND COUNCIL OF THE
TOWN OF FOREST HEIGHTS

Sherletta B. Hawkins, Town Clerk

By: _____
Habeeb-Ullah Muhammad, Mayor

By: _____
Calvin Washington, Council President

THE TOWN OF FOREST HEIGHTS
RESOLUTION 48-20

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the ____ day of August 2020 with ____ Yea votes and ____ Nay, constituting at least a four (4) vote majority, the aforesaid Resolution __-20 passed.

Sherletta B. Hawkins, Town Clerk

EXHIBIT A (Contract for Consulting Services with Greenwill Consulting Group, LLC)

CONSULTING SERVICES AGREEMENT BETWEEN
GREENWILL CONSULTING GROUP, LLC AND
The Town of Forest Heights

THIS CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of the 8TH day of August 2020, by and between Forest Heights, a Town duly organized and existing under the laws of the State of Maryland, its subsidiaries and affiliates (collectively, "Client "), and Greenwill Consulting Group, LLC ("Consultant"), a limited liability company registered under the laws of the State of Maryland. For purposes of the obligations of the Consultant pursuant to this Agreement, the term "Consultant" shall be deemed to include any employees, intermediaries, agents, or firms of Consultant.

Article 1 - Scope of Services

Client retains Consultant to provide Government Relations Services, in the State of Maryland during the 2021 Legislative Session and transition to serve as the Town's Government and Community Affairs Specialists. This transition will include participating in activities that strengthen the Town of Forest Heights such as: existing government affairs work for the Town, communicating updates to residents and elected leaders, obtaining grants for the Town, collaborating with members of the Town staff, and assisting in managing resident communication projects.

Consultant shall provide the Services affecting the interests of Client and shall use its best efforts in supplying the Services during the term of this Agreement. Client will provide guidance as required to Consultant in the delivery of such Services. Such assistance by Consultant shall include: (1) provide assistance with implementation of strategy for overall effective representation and growth within the State of Maryland; (2) developing lobbying strategies; (3) educating the members of the Maryland General Assembly of Client goals, objectives, and needs; (4) monitoring sources of Maryland legislation; (5) monitoring the Maryland Senate and House of Delegates committee and subcommittee hearings; (6) focuses on obtaining increased funding from a variety of government sources including funding from the Local Development Council grants, state bond bills, and state and local grants; (7) Submit grant proposals and required reports in accordance with funder requirements and deadlines; (8) Manage grant application-related communications including periodic status reports (to be determined by the Town Administrator); (9) Works with Town staff and elected leaders to determine Town priorities and appropriate S.M.A.R.T. (Specific /Measurable /Achievable/Relevant/Timely) goals and task items; (10) Work directly with the Town Administrator, Town Clerk, and Mayor as well as other department heads, depending on the funding source and project, to communicate to Town residents and other stakeholders through various communication methods (newsletter, staff and employee meetings, Mayor/Council meetings); and, (11) Serve as a valued member of the Town of Forest Heights team as the Town's lobbyist in Annapolis and in Prince George's County.

Article 2 - Compensation, Payment, and Invoicing

For the performance of the Services Client shall pay Consultant a retainer fee of \$25,000.00. The payment shall be made in 12 consecutive monthly installments of \$2,083.33.

Consultant shall invoice Client by the 1st day of each month, for the current month's Services. Client shall pay the monthly payments no later than 30 calendar days following the date on the monthly invoice. Prompt payment is a requirement for continued representation. If payment is not received by day of the month due, Client shall pay Consultant a late fee of \$150.00 per month on every monthly balance forward.

Consultant

Client

Article 3 – Term & Termination of Agreement

Term:

The term of the Agreement shall be effective from the 8th day of August, the year 2020 to the 7th day of August, the year 2021, Consultant shall be entitled to retain all amounts paid to Consultant prior to the indicated date of termination, and Client shall not be required to make any additional payments to Consultant except for payments accrued before expiration or termination date, and reimbursement of authorized amounts expended before expiration or termination date in accordance with this Agreement. The right of either party to terminate this Agreement in the event of a breach thereof is not an exclusive remedy for such breach. Neither the expiration nor termination of this Agreement for whatever cause shall affect any right or obligation that has accrued as of the time of such expiration or termination.

Termination:

(A) Discretionary. Either party may terminate this agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

(B) Cause. Either party may terminate this agreement for cause upon ten (10) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination notice, to the reasonable satisfaction of the party giving such notice, within thirty (30) days of the receipt of said notice.

(C) Effect of Termination. Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this agreement without the prior written consent of the other.

(D) Return of Documents. Upon termination, any and all Town documents or materials provided to Consultant and any and all of Consultant's documents and materials prepared for or relating to the performance of its duties under this agreement, shall be delivered to the Client as soon as possible, but not later than thirty (30) days after termination of this Agreement.

Article 4 - Confidentiality

Consultant, on behalf of itself and its employees, hereby covenants and agrees that it:

(A) Shall exercise reasonable care and caution to keep confidential all trade secrets, confidential or proprietary information concerning Client's business and operations which becomes known to Consultant by reason of performance of its Services on Client's behalf ("Confidential Information"). Confidential Information includes, but is not limited to, corporate plans and strategies, new product samples, specifications, formulations and pricing information;

(B) Shall not disclose any Confidential Information to any person outside of the employ of Consultant, unless to do so is required in connection with the performance of its Services and is approved in advance by Client, and in such event Consultant hereby agrees to advise said third parties of the confidential nature of said material and to obtain from such parties their agreement to abide by the confidentiality terms set forth in this Agreement, unless publication of the material is intended and agreed to by Client in advance;

Consultant

Client

- (C) Shall use such Confidential Information solely for the purposes of providing to Client the Services set forth herein; and,
- (D) Shall return to Client all such Confidential Information which is in a tangible form then in its possession at the termination of Consultant's Services, except that Consultant shall be entitled to keep one copy of such Confidential Information and its work product solely for complying with the confidentiality obligations it has hereunder.
- (E) It is further agreed that Confidential Information shall not include the following:
- i. information that is in the public domain at the time of disclosure hereunder to Consultant or which enters the public domain through no fault of Consultant;
 - ii. information that Consultant can reasonably demonstrate is in the possession of Consultant at the time of disclosure hereunder to Consultant; and
 - iii. information that Consultant receives from a third party that has no obligation of confidentiality to Client with respect to the information revealed.
- (F) If Consultant or any other party to whom Confidential Information is supplied pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information, Consultant shall provide Client with prompt notice so that Client may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or Client waives compliance with the provisions of this Agreement, Consultant (or a third party) shall furnish only that portion of the Confidential Information which it is advised by written opinion of counsel is legally required and shall exercise its best reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded the Confidential Information.

Article 5 - Independent Contractor

Consultant is retained as an independent contractor, and not an employee or agent of Client and shall be responsible for its own work. Consultant shall be responsible for all obligations and reports covering Social Security, Unemployment Insurance, Income Tax, other reports and deductions required by any applicable state or federal law.

Article 6 - No Waiver

None of the provisions of this agreement shall be considered as waived by either party thereto unless such waiver is reduced to writing and signed by both parties.

Article 7 - Extent of Agreement

This Agreement represents the entire and integrated agreement between Client and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral. Only written instrument signed by both Client and Consultant may amend this agreement.

Article 8 - Indemnification

Each party shall remain responsible for its own acts and omissions and shall indemnify the other party and its officers, directors, employees, members and agents against all liability or loss sustained in connection with, and against all claims or actions based upon or arising out of, any negligent acts or omissions of the indemnifying party or its officers, directors, employees or agents, in the

Consultant

Client

performance or non-performance of this Agreement, or based upon any violation of any statute or ordinance, and the defense of any such claims or actions.

Article 9 - Governing Law

This Agreement shall be governed and constructed by the laws of the State of Maryland applicable to contracts made and to be performed in that State.

Article 10 - Agreement; Counterparts; Electronic Signatures

(a) This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.

(b) The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

IN WITNESS THEREOF the parties hereto have executed this agreement as of the ____ day of _____, 2020.

Greenwill Consulting Group, LLC
320 Prospect Bay Drive West
Grasonville, Maryland 21638

The Town of Forest Heights
5508 Agrapahoe Drive
Forest Heights, Maryland 20745

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Consultant

Client

THE TOWN OF FOREST HEIGHTS

RESOLUTION 49 -20

A RESOLUTION TO APPROVE AND ACCEPT A PROPOSAL AND CONTRACT WITH CHOICE CONCRETE CONSTRUCTION, INC. TO PERFORM CERTAIN STREET AND SIDEWALK REPAIRS ON SENECA DRIVE AND TERRELL AVENUE

Introduced by: Mayor Habeeb-Ullah Muhammad

WHEREAS, the Public Works Supervisor has obtained proposals from at least three vendors, namely (i) Choice Concrete Construction, Inc. for \$7,416.00, (ii) Pavement Corporation for \$8,698.00, and (iii) G&G Remodeling, Inc. for \$15,500.00, as required by Town procurement law and recommends the selection of Choice Concrete Construction, Inc.; and

WHEREAS, the Council finds that Choice Concrete Construction, Inc., has submitted the lowest or best bid, for quality of goods and work, time of delivery or completion, and degree of responsibility amongst the proposers being considered in order to provide asphalt excavation repair at or near 135 Seneca Drive and concrete repairs at or near 135 Seneca Drive and 6009 Terrell Avenue and all other necessary work as enumerated in the Proposal Req. No. 20-043; and

WHEREAS, the Town wishes to enter into a services agreement with Choice Concrete Construction, Inc. to perform the above-described repairs in the amount of \$7,416.00.

NOW THEREFORE, BE IT RESOLVED that the Mayor and Town Council of the Town of Forest Heights, Maryland hereby authorizes the Mayor to enter into the proposal/contract dated February 21, 2020 (attached hereto and incorporated by reference herein) with Choice Concrete Construction, Inc., for services stated therein pursuant to the terms and conditions specified in Exhibit A;

AND BE IT FURTHER RESOLVED that before entering into said agreement with said contractor, the Mayor shall obtain the following items: (i) a certificate of insurance for said vendor naming the Town as an additional insured for the amounts and limits as indicated herein below, and (ii) a signed Town of Forest Heights Contractor Liability Release form;

AND BE IT FURTHER RESOLVED that the contractor shall maintain insurance to protect against all claims under Worker's Compensation, Comprehensive General Liability and Automobile Liability and shall be subject to approval for adequacy of protection as per the following limits:

Worker's Compensation

1. Limits according to Worker's compensation Laws of the State of Maryland.
2. Contractor's Liability not less than \$100,000.

Comprehensive General Liability

1. Bodily Injury – not less than \$500,000 per person; \$1,000,000 per occurrence.

The Town of Forest Heights

Resolution 49-20

THE TOWN OF FOREST HEIGHTS

RESOLUTION 49 -20

2. Property Damage – not less than \$1,000,000 per occurrence.

Comprehensive General Liability shall include the following:

1. Coverage for explosion, collapse or underground hazards.
2. Occurrence basis coverage.
3. Broad form property damage coverage.
4. Coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the insured.

Comprehensive Automobile Liability shall include the following: Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following: Liability arising out of the ownership, maintenance or use of any auto; Auto non-ownership and hired car coverage;

AND, BE IT FURTHER RESOLVED, that the Town Council of Forest Heights, Maryland hereby authorizes and approves the Mayor on behalf of the Town to execute any other related instrument or document necessary to carry out the intent of this Resolution;

AND, BE IT FURTHER RESOLVED, that the Mayor shall ensure that the Public Works Director obtains and reviews for sufficiency any necessary traffic control or barricading plans in order to protect the travelling public during the course of construction described in the above approved proposal/contract;

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

PASSED this ___ day of August 2020.

APPROVED: By Resolution of the Town Council of The Town of Forest Heights, Maryland.

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD	_____
KENNEDY II	_____
NOBLE	_____
BARNES	_____
HINES	_____
WASHINGTON	_____
ATKINSON	_____

The Town of Forest Heights
Resolution 49-20

THE TOWN OF FOREST HEIGHTS

RESOLUTION 49 -20

ATTEST:

MAYOR AND COUNCIL OF THE TOWN OF
FOREST HEIGHTS, MARYLAND

Sherletta Hawkins, Town Clerk

Habeeb-Ullah Muhammad, Mayor

Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland,
that on the ___ day of August 2020, with ___ Aye votes and ____ Nay vote the aforesaid
Resolution __-20 passed.

Sherletta Hawkins, Town Clerk

Exhibit A (Contract/proposal.)



11225 Old Baltimore Pike
Beltsville, MD 20705

February 21, 2020

Phone: (301) 937-0046
Fax: (301) 937-1115

Town of Forest Heights
5508 Arapahoe Drive
Forest Heights, MD 20745-1998

Mr. Larry Vaughn
Phone: 240-993-9243
Email: ldvaughn@forestheightsmd.gov

Location: Terrell Drive & Arapahoe Drive and Mohican Drive & Seneca Drive, Forest Heights MD

Reference: Proposal No. 20-043 – Sidewalk and Curb & Gutter Repairs

Choice Concrete Construction will provide labor and material to complete the following:



1. Terrell Drive & Arapahoe Drive: Remove deteriorated Sidewalk *per TDS # 19 – attached*



2. Mohican Drive & Seneca Drive: Repair concrete Curb & Gutter to include asphalt to tie in to new concrete curb *per TDS # 18 – attached*

Total Price \$7416.00

"Delivering reliable, high quality service and cost-effective solutions for 20 years"

www.choiceconcreteinc.com



Notes & Exclusions:

1. Work to commence in the next 30-60 days as weather changes and/or permits.
2. This proposal is good for 30 days.
3. Payment terms net upon completion.
4. One (1) year warranty for workmanship and materials from date of invoice. *The warranty will become null and void if chemicals and/or rock salts are utilized in winter weather conditions during the warranty period.*
5. If payment terms are not met any/all warranties become null and void.
6. Certificate of Insurance upon request.
7. A 3% processing fee on all Credit Cards Payments. Not included in above price.

If you have any questions, please let us know. If you would like to accept our proposal, please sign below and return to me. This Agreement will not be binding until we receive the signed Agreement, and we approve and sign the Agreement below.

ACCEPTED:

X

Authorized Signature

Date

X

Print Name and Title

BY: CHOICE CONCRETE CONSTRUCTION, INC.

Authorized Signature

Date



Pavement Maintenance Proposal

Town of Forest Heights

Larry Vaughn

Project:

Repairs Various Locations - Concrete/Asphalt

135 Seneca Dr. and 6009 Terrell Ave.
Forest Heights, MD 20745

pavement
CORPORATION

Rebecca Fittery
Proposal Manager

Service Provider Information

Company Info



Pavement Corporation
P.O. Box 1498
Waldorf, MD 20601

P: 855.976.8465
F: 301.396.5783

<http://www.pavementcorporation.com>

Contact Person

Rebecca Fittery
Proposal Manager
rayl@pavementcorp.com
Cell: 855.976.8465
Office 855.976.8465 Ext 1019

About Us

Pavement Company, LLC d/b/a Pavement Corporation is a regional provider of asphalt and concrete paving, maintenance and repair for public and commercial clients.

Pavement Corporation services local and national accounts for all of their capital improvement asphalt and concrete needs. In addition to capital improvement projects, Pavement Corporation offers on call service for pothole repairs, seal coating, crack sealing, line striping, catch basin collapses, trip hazards and other "on demand" services to enhance safety in parking lots, roadways and sidewalks. Pavement Corporation currently serves customers in Maryland, Virginia, Washington, D.C., Delaware and West Virginia.

This Proposal is prepared for the individual and/or entity named on the first page (sometimes referred to herein as "You" or "Customer").

Asphalt Excavation Repair - 135 Seneca Drive

1. The area under consideration for pavement repair comprises 23 square yards of deteriorated pavement.
2. There exist 1 area of repair located on the property.
3. All repairs will be shaped symmetrically where possible.
4. We will cut a perimeter and excavate repair area to a depth of 6 inches. We will remove all materials from site.
5. Next we will compact base and then install 4 inches of compacted thickness 19mm base course asphalt.
6. We then will install 2 inches of compacted thickness 9.5mm surface course asphalt.
7. We will roll and compact to maximum density leaving a true and even finish.
8. All areas will be barricaded during and after the repair process.

Total Price for this item: \$4,997.00

Concrete Repairs - 135 Seneca Dr. and 6009 Terrell Ave.

1. We have identified 3 areas requiring concrete repair.
 - o 6009 Terrell Avenue - 1 area of sidewalk, comprising 48 square feet at 4"
 - o 6009 Terrell Avenue - 1 area of concrete driveway, comprising 48 square feet at 6"
 - o 135 Seneca Drive - 1 area of curb and gutter, comprising 40 lineal feet
2. We will form, place and finish to match existing concrete elevation, where applicable, with 3,500 psi AE concrete.
3. **Barricading**: All areas will be barricaded before, during and after the project. It is the owners responsibility to make sure all barricades remain effective after our crews leave the jobsite.

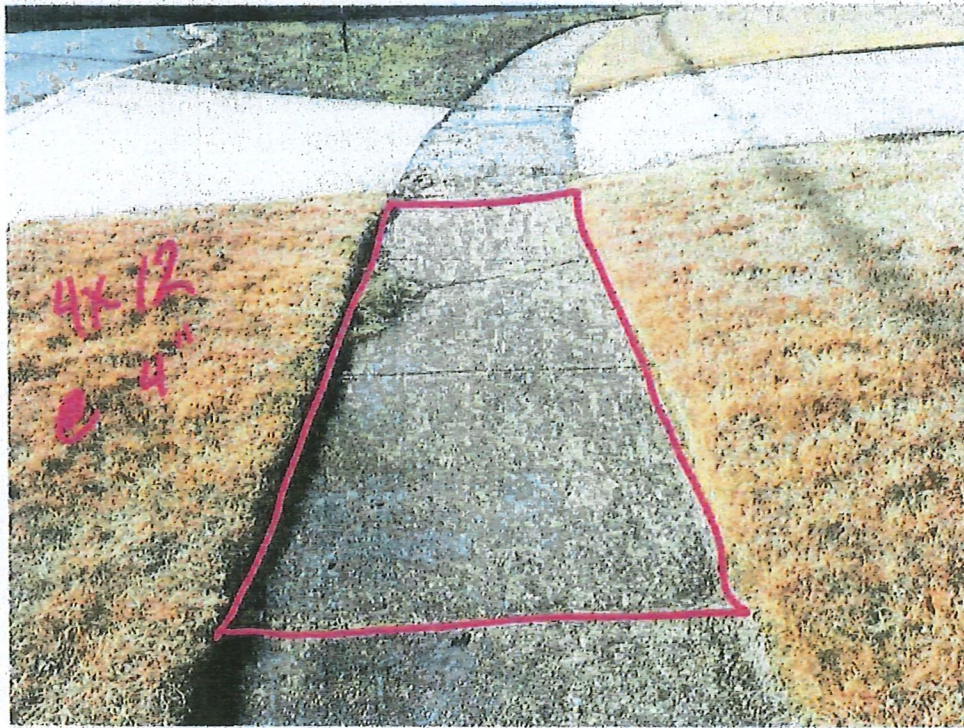
Total Price for this item: \$3,701.00

6009 Terrell Ave



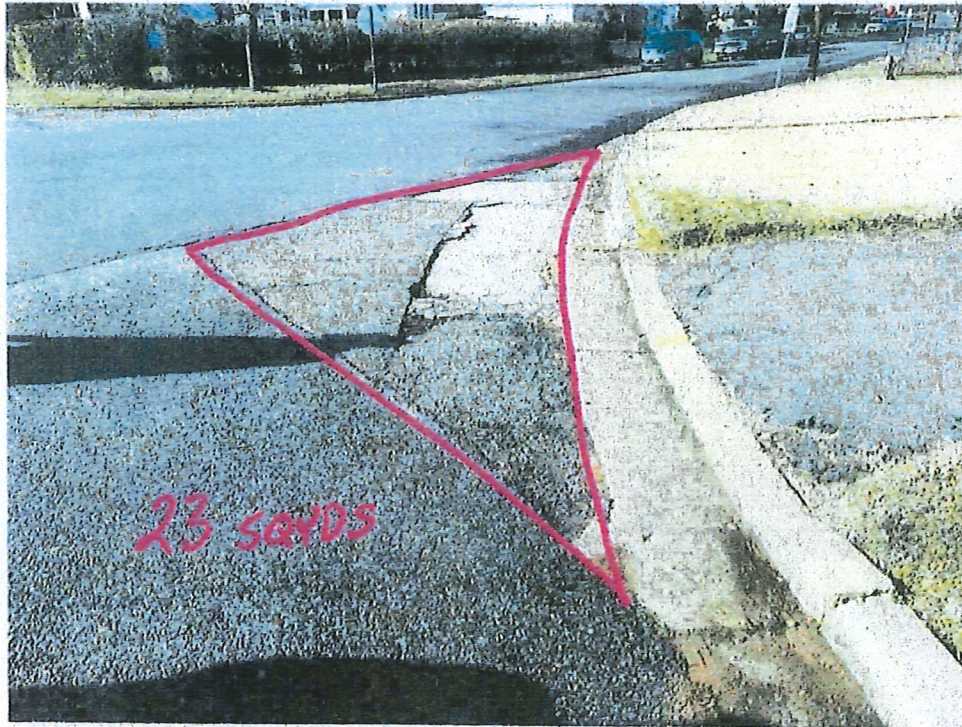
Notes:

6009 Terrell Ave



Notes:

135 Seneca Dr



Notes:

135 Seneca Dr



Notes:

Price Breakdown: Repairs Various Locations - Concrete/Asphalt



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on January 19, 2020.

Item	Description	Cost
1	Asphalt Excavation Repair - 135 Seneca Drive	\$4,997.00
2	Concrete Repairs - 135 Seneca Dr. and 6009 Terrell Ave.	\$3,701.00
Total:		\$8,698.00

Authorization to Proceed & Contract

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that any additional work requirement that is dissimilar from specifications described in this proposal/contract will result in a new contract or an addendum to this contract. Pavement Corporation reserves the right to correct any and all work it deems unsatisfactory.

An additional 2% will be added to the price of the contract if paid by credit card.

Please see any attachments for special conditions or exhibits that may pertain to aspects of this proposal.

Payment Terms

We agree to pay the total sum or balance in full 30 days after the completion of work.

The undersigned is authorized to approve and execute this contract on behalf of Customer.

Date: _____

Larry Vaughn | Public Works Director
Town of Forest Heights
5508 Arapahoe Drive
Forest Heights, MD 20745
ldvaughn@forestheightsmd.gov
C: 240-289-2301

A handwritten signature in black ink, appearing to read "Rebecca Fittery", written over a light blue rectangular background.

Rebecca Fittery | Proposal Manager
Pavement Corporation
P.O. Box 1498
Waldorf, MD 20601
E: rayl@pavementcorp.com
C: 855.976.8465
P: 855.976.8465 Ext 1019
F: 301.396.5783
<http://www.pavementcorporation.com>

Contract Terms & Conditions

1. Pavement Corporation has no responsibility for permits, bonds, testing, engineering or inspections. Unless otherwise stated, this work is quoted to be completed during normal business hours. If weekend work is requested, additional charges may apply.
Drainage not guaranteed on areas having 2% grade or less. Asphalt thickness is to be constructed as an overall average.
The color of concrete repairs will not match the existing concrete.
Pavement Corporation shall not be responsible for existing sub-grade conditions or unmarked utilities.
The Owner/Property Manager will be held liable for clearing the lot of all vehicles and/or obstructions that would hinder us from performing our work. All vehicles must be removed prior to 8AM. Each additional mobilization beyond what is specified will be at an additional cost of \$1,000 to the customer.
Pavement Corporation cannot be held liable for any damage to vehicles left in the work area.
Pavement Corporation is not responsible for any vehicles, persons, animals, etc., which enter any repaired parking area once it has been sealcoated, line striped or crack filled.
Pavement Corporation shall have no liability for failures in work performed due to over loading, excessive moisture, inferior sub grade material, freezing and thawing, causes beyond our control or for any other reason not attributable to our workmanship or material quality.
Curb painting, concrete painting, crack filling/sealing and skin patching do not carry any warranty.
Price quotes are good for 30 days.
Unless specified in the proposal, Pavement Corporation is not responsible for ADA compliance.

WARRANTY

Pavement Corporation warrants work for a period of one (1) year from date of completion. Repairs performed during the warranty period will be in a timely manner and at no cost to the owner.
For the Warranty to be effective, the following conditions apply:
A) All current invoices have been paid in full. B) The performance of warranty repairs do not extend the warranty period. C) Claims for warranty repairs must be made in writing within one (1) year following the date of completion and within seven (7) days following discovery. Warranty covers material and workmanship only.

ADDITIONAL WORK

Unit prices, where specified, shall prevail for all extra work performed over and above the original contract while Pavement Corporation is actively on site. Pavement Corporation reserves the right to renegotiate any work that requires unplanned mobilization to the site to perform said additional work. Should plans, scope of work, or site conditions change prior to or during construction, Pavement Corporation reserves the right to change or modify its proposal accordingly.

2. WORK EXCLUSIONS:

- Asbestos removal or testing.
- Caulking, sealants or painting (unless specified in above text).
- Excavation or removal of unsuitable or contaminated soils.
- Landscape, tree removal or trimming.
- Structural engineering, stamped shop drawings, and Inspections.
- Temporary electric or water.
- Winter Protection.
- Dewatering.
- Geotechnical testing, concrete testing and inspections.
- Surveying and brick points, and Layout.
- Design build Work Submittals.
- AHA (Activity Hazard Analysis).
- APP (Accident Prevention Plan).
- Performance and payment bond.
- Temporary access and security of existing buildings during construction.
- Temporary Field Sanitary facilities.
- All Electrical work to include bonding and grounding of new and existing structures.
- All mechanical work to include layout of sleeves, anchors or components for new equipment.
- Site utilities including Sewer System.
- Excavation of rock or hardpan.
- Removal and capping of all utilities, services to the building.

Proposal: Repairs Various Locations - Concrete/Asph:

- Remove or cap drains and underground pipe or wire.
- All special finishes for concrete including seals/color or stamped concrete.
- Decorative cuts/joints on concrete.

G&G Remodeling, Inc
5610 Ottawa St
Oxon Hill, MD 20745 US
7038670246
ggremodel@gmail.com

Estimate

ADDRESS

Larry Vaughn
6010 Arapahoe Terr
137 Seneca Dr
Oxon Hill, MD 20745
United States

ESTIMATE # 1011

DATE 07/29/2020

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	6010 Arapahoe Terrace Sidewalks	Demolish 20x4 of concrete and redo it by applying gravel, underlayment, rebar and concrete. Materials included.	1	2,950.00	2,950.00
	137 Seneca Drive Curb	Repair 65 feet of the curb and 10x30 of asphalt. Materials included.	1	12,550.00	12,550.00
TOTAL					\$15,500.00

Accepted By

Accepted Date

THE TOWN OF FOREST HEIGHTS
RESOLUTION 50-20

A RESOLUTION TO AUTHORIZE THE MAYOR/COUNCIL TO ACCEPT THE PROPOSAL AND ENTER INTO A CONTRACT WITH ASIL PUBLIC RELATIONS, LLC TO MAINTAIN COMMUNITY ENGAGEMENT/PUBLIC RELATIONS FOR THE TOWN OF FOREST HEIGHTS/POLICE DEPARTMENT

Introduced by: Mayor Habeeb-Ullah Muhammad

WHEREAS, the Town wishes to enter into an agreement with ASIL Public Relations, LLC to maintain and sustain the public awareness of The Town of Forest Heights, Maryland through brand identity, developing and increasing the popularity and use of The Town of Forest Heights/Town Police Department social media (Live Stream Video, Facebook, Instagram and Twitter) and all of its related services; and

WHEREAS, ASIL Public Relations, LLC will manage and advise The Town of Forest Heights/Town Police Department, concerning marketing and public relation strategies in order to maximize the desired social media outcomes; and

NOW THEREFORE, BE IT RESOLVED that the Mayor and Town Council of the Town of Forest Heights, Maryland hereby authorizes the Mayor to execute the contract dated August 1, 2020 (attached) with ASIL Public Relations, LLC for services stated therein pursuant to the following conditions specified in Exhibit A;

BE IT FURTHER RESOLVED, that the Mayor and Town Council of the Town of Forest Heights, Maryland hereby agrees to authorize a total payment in the amount of \$8,000 from line item 7246 Marketing of the FY 2021 Budget;

AND BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

PASSED this ____ day of August 2020.

APPROVED: By Resolution of the Town Council of The Town of Forest Heights, Maryland.

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD

KENNEDY II

THE TOWN OF FOREST HEIGHTS
RESOLUTION 50-20

NOBLE	_____
BARNES	_____
HINES	_____
WASHINGTON	_____
ATKINSON	_____

ATTEST:

MAYOR AND COUNCIL OF THE TOWN OF
FOREST HEIGHTS, MARYLAND

Sherletta Hawkins, Town Clerk

Habeeb-Ullah Muhammad, Mayor

Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland,
that on the __ day of August 2020 with ____ Aye votes and ____ Nay vote the aforesaid
Resolution 50-20 passed.

Sherletta Hawkins, Town Clerk

[Exhibit A]



Town of Forest Heights
Community Engagement/Public Relations Contract

Public Relations Contract between
ASIL Public Relations, LLC
and
The Town of Forest Heights, Maryland

Prepared By: Lisa L. White
CEO & Publicist of ASIL Public Relations, LLC



Town of Forest Heights
Community Engagement/Public Relations Contract

About Us

ASIL Public Relations is a boutique public relations firm dedicated to our clients' brand and success. Over the last seven years, we have worked with individuals, local government agencies to non-profit organizations in order to meet the needs of perfecting and polishing their brand. ASIL PR is dedicated to working side by side with clients in creating effective social media strategies and maintaining responsibility of its execution. We pride ourselves in being results-driven with access and exposure to the most current and upcoming social platforms in addition to engaging the community with traditional grassroots public relations.

This contract will constitute an agreement between ASIL Public Relations, LLC (ASIL PR, LLC) for public relations consulting services and The Town of Forest Heights, Maryland including the Forest Heights Police Department from **August 1, 2020 to August 1, 2021**.

In this contract, the party who is contracting to receive services shall be referred to as The Town of Forest Heights, Maryland *also known as the "Client"*, and the party who will be providing the services shall be referred to as *ASIL Public Relations, LLC (ASIL PR, LLC) also known as the "Consultant"*.

The Consultant has a background in public relations and marketing and is willing to provide services to the Client based on this background.

Goals of ASIL PR

The goal of engaging ASIL Public Relations, LLC is to increase and sustain the public awareness of The Town of Forest Heights, Maryland through brand identity, developing and increasing the popularity and use of The Town of Forest Heights, Maryland social media (Facebook, Instagram and Twitter) and all of its related services, which include interaction with followers, community service (i.e. feeding the homeless, canned food drives and other community and business developments discussed with the Client.) ASIL Public Relations, LLC is expected to measure, manage, and advise on The Town of Forest Heights, Maryland marketing and public relation strategies in order to maximize the desired outcomes. ASIL Public Relations, LLC's communication objectives for The Town of Forest Heights, Maryland are set out below. Emphasis on each objective was addressed in the initial consultation between ASIL PR, LLC and The Town of Forest Heights, Maryland, Maryland.

Prepared By: Lisa L. White
CEO & Publicist of ASIL Public Relations, LLC



Communication Objectives of ASIL PR

ASIL PR, LLC communication objectives for The Town of Forest Heights, Maryland are as follows:

1. Strengthen brand awareness of The Town of Forest Heights, Maryland and generate long term interest and understanding among target audiences.
2. Increase and reinforce the awareness of the benefits of The Town of Forest Heights, Maryland and promote new developments.
3. Generate sustained, quality media coverage in target media (as discussed with Client, media coverage is never guaranteed) unless there is written confirmation from the media. Achieve the above through traditional channels such as printed media, radio and television as well as news outlets such as website, mobile internet and social media.
4. To recommend media format and target media groups that best reach The Town of Forest Heights, Maryland specific goals.
5. To produce and/or edit high quality printed and broadcasted communications materials that meet the public relations and outreach objectives (i.e. media kit and press releases)
6. To utilize social media to generate publicity, word of mouth and grow the overall social media presence.
7. To utilize social media platforms as part of the integrated communication support in additional to traditional media efforts.
8. Assist in promoting The Town of Forest Heights, Maryland and associated events through developing flyers, contacting the media/press and through social media.
9. Provide a monthly or as needed evaluation on the success of the activities, events, and/or performances.

Prepared By: Lisa L. White
CEO & Publicist of ASIL Public Relations, LLC



Deliverables

The Consultant will deliver the items/services listed above and results will be monitored, and improvement plans will be developed. A proposed timeline for the social media marketing program milestones are listed in the below timeline:

Social Media and Marketing Timeline		
Item	Description	Completed
1.	Flyers (1-week notice)	1-week design and turnaround from notice
2.	Social Media Accounts	Update Daily (or as needed)
3.	Reporting/Benchmark & Data Analysis Report	12 months

Services to be provided to the client

1. Flyer designs
2. Maintenance and monitor social media
3. Photography
4. Press Releases
5. Videography (The video will be no more than 1 minute. The video will be edited, and the client will be able to make revisions up to 4 times. The final cut will be available within 3-5 business days of providing edits, under the conditions that there is no need to re-shoot).

Services requested to be complete outside of normal business hours will be made available by ASIL Public Relations, LLC at the rate of \$30 per hour and will be billed separately from the initial contract. Any expenses exclusive of normal overhead are not included in this contract and will be invoiced separately (i.e. delivery services or travel.)

Prepared By: Lisa L. White
CEO & Publicist of ASIL Public Relations, LLC



Town of Forest Heights
Community Engagement/Public Relations Contract

Re-occurring Town of Forest Heights Events

1. 2 monthly meetings
2. 5K Walk (spring and fall)
3. Annual Christmas Party for the kids
4. Beautification Day
5. Coffee with the Chief
6. Community Clean-up (3rd Saturday in April and 2nd Saturday in October)
7. Forest Heights Day
8. Food Drive
9. Kid to Park Day (May 18th)
10. Meet Santa
11. National Night Out
12. Neighborhood Watch
13. Senior Holiday Luncheon
14. Shop with a Cop

Fees/Rate

ASIL Public Relations, LLC agrees to devote up to 20 hours per week on assignments for The Town of Forest Heights, Maryland including the Forest Heights Police Department, unless otherwise discussed. Work will normally be performed at the offices of ASIL Public Relations, LLC (mobile) but occasionally may take place at other locations, as required. Work priority and scheduling will be at the discretion of The Town of Forest Heights, Maryland and work will normally occur Monday to Friday 9am to 5pm unless otherwise requested by the client.

The rate for the services provided to the client will be \$10,000 for the year. Compensation for the Consultant will occur on a monthly basis via mailed check to the office of ASIL Public Relations, LLC.

Prepared By: Lisa L. White
CEO & Publicist of ASIL Public Relations, LLC



Town of Forest Heights
Community Engagement/Public Relations Contract

Consultant is not an Attorney nor licensed to practice law. Discussions can skirt legal issues and should be interpreted as opinions, or things to consider. If legal advice is desired, consult an Attorney.

Consultant is not a CPA or a Tax Professional. Discussion can and do involve accounting and presentation of financial results and projections. When financial advice is requested, contact a CPA or tax professional.

Consultant is not an employee of any banking institution; therefore, Consultant cannot speak for any particular institution. Financial institutions regularly change their policies and procedures. Therefore, advice should be considered as a general methodology.

Client maintains control of all decisions and should reject advice that they do not agree with. The Client may find that things have changed after they enter a relationship with a bank, or other business concern. Consultant cannot control future events, therefore cannot be responsible for long term outcomes of business or financing strategies.

Return of Records. Upon termination of this Contract, ASIL PR, LLC shall deliver all records, notes, and data of any nature that are in Consultant's possession or under Consultant's control and that are Client's property or relate to Client's business.

All materials furnished by The Town of Forest Heights, Maryland will remain the property of The Town of Forest Heights, Maryland and will be returned upon request, or no more than 10 business days from the termination of this contract.

The results of any and all work performed by ASIL Public Relations, LLC for The Town of Forest Heights, Maryland including original creative work, will remain the property of The Town of Forest Heights, Maryland, the Client may use this material in any way deemed appropriate. ASIL PR reserves the right to use The Town of Forest Heights, Maryland name and/or logo in ASIL PR's electronic and hard copy portfolio and on the official web and social media sites.

Termination of Agreement. This agreement may be terminated within 30 days of written notice by ASIL Public Relations, LLC or the Town of Forest Heights. In case of termination, based on the grounds, ASIL Public Relations, LLC shall make a reasonable attempt to complete work in progress. This Contract shall terminate automatically upon completion by Consultant of the Services required by this Contract or 1 year from the effective date of this contract. *The option to renew and or revise this contract shall be at the leisure of the Client and if the Client chooses to renew the contract, further negotiation will be discussed amongst the Consultant and Client.*

Prepared By: Lisa L. White
CEO & Publicist of ASIL Public Relations, LLC



Town of Forest Heights
Community Engagement/Public Relations Contract

Relationship of Parties. It is understood by the parties that Consultant is an independent contractor with respect to Client, and not an employee of Client. The Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.

Disclosure. The Consultant is required to disclose any outside activities or interests that conflict or may conflict with the best interests of the Client. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to other consulting relationships that may conflict with this Contract.

Employees. The Consultant's employees, if any, who perform services for Client under this Contract shall also be bound by the provisions of this Contract.

Confidentiality. The Client recognizes that Consultant has and will have the following information: business affairs; financial information (if applicable); personal information; future plans; and other proprietary information (collectively, "Information") which are valuable, special and unique assets of the Client and need to be protected from improper disclosure. In consideration for the disclosure of the Information, the Consultant agrees that they will not at any time or in any manner, either directly or indirectly, use any Information for the Consultant's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior consent of Client. Consultant will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Contract.

Confidentiality After Termination. The confidentiality provisions of this Contract shall remain in full force and effect after the termination of this Contract.

Entire Agreement. This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

Amendment. This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

Applicable Law. This Contract shall be governed by the laws of the State of Maryland.

Quality of Service. *The Consultant* shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Contract. *The Consultant* shall, without additional compensation, correct or revise any errors or deficiencies in its reports, drawing, specifications, designs, and/or other related items or services which do not meet the standard of care.

Prepared By: Lisa L. White
CEO & Publicist of ASIL Public Relations, LLC



Town of Forest Heights
Community Engagement/Public Relations Contract

The undersigned agrees to the terms of this contract on behalf of ASIL Public Relations, LLC and the Town of Forest Heights.

CEO & Chief Publicist
ASIL PUBLIC RELATIONS, LLC (Print)

CEO & Chief Publicist
ASIL PUBLIC RELATIONS, LLC (Signature)

DATE

Town Administrator
Town of Forest Heights, Maryland (Print)

Town Administrator
Town of Forest Heights, Maryland (Signature)

DATE

Prepared By: Lisa L. White
CEO & Publicist of ASIL Public Relations, LLC